

Bayview Loan Servicing, LLC,
for Bayview Financial Property Trust

Plaintiff,

Case No.: 11-CV000469

vs.

Case Code No.: 30404

Midwest Properties of Shawano, LLC,
Unknown Tenants, and
Bayview Financial Property Trust,

Defendants.

**ANSWER AND AFFIRMATIVE DEFENSES
OF DEFENDANT MIDWEST PROPERTIES OF SHAWANO**

TO: Chaz M. Rodriguez, Bar. No. 1063071
Blommer Peterman, S.C.
165 Bishops Way, Suite 100
Brookfield, WI 53005
Telephone: (262) 790-5719

ANSWER

Comes now Defendant Midwest Properties of Shawano, LLC, (hereinafter "Midwest Properties") and as for its Answer to the Complaint of Bayview Loan Servicing, LLC, states as follows:

1. Defendant Midwest Properties denies each and every allegation, matter, statement, and thing in said Complaint and each and every part and portion thereof except as hereinafter specifically admitted or qualified.

2. With regard to paragraphs 1 - 2, Midwest Properties is without sufficient information to form a belief as the truth of the allegations contained therein and, therefore, denies the same and puts Plaintiff to the strict proof thereof.

3. With regard to paragraph 3, Midwest Properties is a Delaware limited liability company.

4. With regard to paragraphs 4 - 5, Midwest Properties admits that the other named Defendants may have an interest in the subject property.

5. With regard to paragraph 6, Midwest Properties denies the same in its entirety. Midwest Properties has never signed any Note with reference to the subject property.

6. With regard to paragraph 7, Midwest Properties admits that Erickson Development assigned the rents and leases as shown in Exhibit A to the Complaint; however, paragraph 6 of the Complaint makes no reference to a Land Contract.

7. With regard to paragraph 8, Midwest Properties denies all reference to the signing of any Note. Further, Midwest Properties never signed any Land Contract as security for the non-existing Note.

8. With regard to paragraph 9, Midwest Properties is without sufficient information to form a belief as to the truth of the allegations contained therein and denies the same and puts Plaintiff to the strict proof thereof. The assignment attached to the Complaint as Exhibit C makes no reference to Bayview Loan Servicing, LLC. Additionally, Midwest Properties denies the assignment of any mortgage as Midwest Properties never executed any mortgage.

9. With regard to the allegations in paragraph 10, Midwest Properties denies the allegations and puts Plaintiff to the strict proof thereof. Specifically, Midwest Properties never signed any Note or Mortgage to Erickson Development, Inc. or Plaintiff at any time with respect to the subject property. Further, Midwest Properties denies owing a principal balance in excess of \$201,860.86 and demands an accounting regarding same. Bayview Financial Property Trust cannot charge late charges or any other charges as they are not allowed under the Land Contract.

10. With regard to paragraph 11, Midwest Properties is without sufficient information to form a belief as the truth of the allegations contained therein and, therefore, denies the same and puts Plaintiff to the strict proof thereof.

11. With regard to paragraph 12, Midwest Properties denies the allegation that the subject property is a single family property.

12. With regard to paragraphs 13 and 14, Midwest Properties is without sufficient information to form a belief as the truth of the allegations contained therein and, therefore, denies the same and puts Plaintiff to the strict proof thereof.

AFFIRMATIVE DEFENSES

1. Allege that Plaintiff's Complaint fails to state a claim upon which relief may be granted as against Midwest Properties.

2. Plaintiff Bayview Loan Servicing has no standing to foreclose. The Assignment attached to the Complaint as Exhibit C indicates the Land Contract was sold to Bayview Financial Trust not Plaintiff.

3. Midwest Properties raises the defense of breach of good faith and fair dealing.

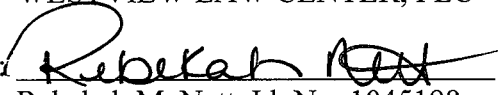
4. Midwest Properties raises the defenses of accord and satisfaction, payment, and waiver as affirmative defenses.

5. Midwest Properties reserves the right to add additional affirmative defenses when they become aware of facts supporting additional affirmative defenses.

WHEREFORE, Midwest Properties requests judgment dismissing Plaintiff's Complaint with prejudice and for such other and further relief as the Court deems just and equitable.

Dated: February 14, 2012

WESTVIEW LAW CENTER, PLC

By: 
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Shawano, LLC*

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